

2005 C O N T R A C T

PRINTING, BINDING, PACKAGING, AND DELIVERING THE 2005 CODE SUPPLEMENT

Legislative Services Agency
State Capitol
Des Moines, Iowa 50319

Dennis Prouty, Director
Richard Johnson, Legal Services
Division Director
Leslie Hickey, Iowa Code Editor



Legislative Services Agency 2005 Contract

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I. PARTIES

The parties to this contract are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to § 2A.1 of the Iowa Code, and identified with the Federal Employer Identification Number 42-6022199, and West Publishing Corporation (West, a Thomson business), herein referred to as "Contractor," a business located in Eagan, Minnesota, and identified with the Federal Identification Number 41-1426973.

II. DEFINITIONS

As used in this contract, unless the context otherwise requires:

- A. **"Book"** means the printed, finished, and bound edition of the 2005 Code Supplement.
- B. **"Code of Iowa"** means the 2005 edition of the Code of Iowa published as a seven-volume case bound set of books including six volumes of statutes and miscellaneous materials and a one-volume tables and index. The Code of Iowa is published during each even-numbered year under the direction of the Iowa Code Editor, pursuant to chapter 2B of that publication.
- C. **"Code Supplement"** means the Iowa Code Supplement, a single-volume soft cover book containing statutes and miscellaneous materials, including various tables and an index, that supplements the Code of Iowa, and is published during odd-numbered years under the direction of the Iowa Code Editor, pursuant to Code of Iowa chapter 2B.
- D. **"Contract Price"** means the total amount of money owed to the Contractor for the production and delivery of all books accepted by the Agency as described in Part XI, Paragraph "A," as provided in Part XI, Paragraph "C."
- E. **"Delivery"** means a party's receipt of an item sent by the other party as provided in this contract.
- F. **"Production"** includes all necessary and customary work using production materials relating to the design, composition, creation, manufacture, or reproduction of production items or books such as sample covers, sample blue line pages, finished blue line pages, sets of assembled pages, book casings, the decoration of book covers, the binding and the finishing of books, and the packaging and shipment of finished books for delivery, all as provided in this contract.
- G. **"Production Item"** means sample covers, sample blue line pages, finished blue line pages, or sets of assembled pages which are produced by the Contractor and delivered to the Agency as provided in this contract.
- H. **"Production Material"** includes but is not limited to any material such as paper, ink, fabric and binding, stitching, glue, casing, boards, dies, or stamps which is necessary to produce a production item or book as provided in this contract.



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- I. **"Workmanship"** includes all aspects of labor and mechanical, chemical, or computer processes used to compose, create, or manufacture a production item or book using production materials. "Workmanship" includes but is not limited to the appearance, sturdiness, and durability of a book; the quality of a book's binding; the appearance and placement of impressions and foils on a book's cover; the composition of a book's pages; and the quality of the printing on the book's pages.

III. GENERAL PROVISIONS

- A. **Choice of Law and Forum.** This contract is governed by the laws of the State of Iowa. All disputes and controversies regarding this contract shall be heard in the District Court of Polk County, Iowa.
- B. **Compliance With Applicable Laws and Regulations.** During the duration of this contract and as a condition of the Contractor's duty to perform under the provisions of this contract, the Contractor shall comply with all applicable laws and regulations of the State of Iowa and the United States, including, but not limited to, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 (42 U.S.C. ch. 21), and the federal Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651--678).
- C. **Certification --- Collection and Remission of Iowa Sales Tax and Iowa Use Tax.** The Contractor certifies to the Department of Revenue, on any form required by the Department, that it agrees to collect and remit Iowa sales taxes and Iowa use taxes due under Iowa Code chapter 423 on the sales of tangible personal property and services as enumerated by statute, pursuant to §423.2 and §423.5 of the 2005 Code of Iowa, as amended by 2005 Iowa Acts, ch. 140 (S.F. 413), §43 and §47, although the Contractor shall not collect or remit an Iowa sales tax or Iowa use tax on sales of tangible personal property or services for its performance under this contract.
- D. **Agency's Interest in Production Items and Books.** Production items or books shall not be subject to copyright by the Contractor in the United States or in any other country. The Contractor shall not release text or data originating from print or electronic media transferred or delivered to the Contractor and containing any portion of the production items or books, without the prior written approval of the Agency. The Contractor shall not produce a print or electronic publication from such text or data without the prior written approval of the Agency. The Contractor shall not advertise itself as the official publisher of the Code Supplement.
- E. **Party in Litigation.** The Agency shall not act as a party in any lawsuit to protect or enforce a right or interest of the Contractor, unless the Agency consents in writing to become a party.
- F. **Subcontracting.** The Contractor shall not provide for subcontracting, other than as provided in this paragraph.



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1. **Production Items.** The FedEx Corp., United Parcel Service, Inc., or another person authorized by the Agency may provide for delivery of production items, including blue line pages and assembled pages, during the standard performance period as provided in Part VIII.
 2. **Books.** Con-Way Transportation Services, Inc. (a subsidiary of CNF, Inc.), or another person authorized by the Agency, may provide for the delivery of books during the standard performance period as provided in Part IX.
- G. No Pecuniary Gain or Conflict of Interest.** The Contractor agrees that to its knowledge, neither the staff of the Agency nor a member of the General Assembly of the State of Iowa has or will receive any direct economic benefit because of the selection of the Contractor as a party to this contract. The Contractor agrees that it has no interest and will not acquire any direct or indirect interest which would conflict in any manner with the performance of this contract, and that a person having such an interest will not knowingly be associated in the performance of this contract.
- H. No Assignment or Transfer.** The Contractor shall not assign or transfer any interest in this contract to another person without the prior written consent of the Agency.
- I. Fixed Price Contract.** This is a fixed price contract. Except as otherwise expressly provided in this contract, or expressly agreed to in writing by the parties, the total price paid to a Contractor is fixed as provided in this contract. Except as provided in this contract, no special fees or expenses shall be charged directly or indirectly to the Agency, including labor, production materials, equipment, insurance, packing, freight, travel, parking, or any other costs incurred in producing and delivering the production items or books.
- J. Computing Time.** For purposes of computing delivery requirements as provided in this contract:
1. **Calendar Day.** A calendar day begins at 8:00 a.m. and ends at 4:30 p.m. central time. In computing time, the first day is excluded and the last day is included unless the last day falls on a Sunday or a legal public holiday as defined in Iowa Code § 1C.1, in which case the time prescribed is extended to include the next succeeding calendar day. Any reference in this contract to "day" means a calendar day unless otherwise provided. In computing time, the first calendar day is excluded and the last business day is included.
 2. **Business Day.** A business day begins at 8:00 a.m. and ends at 4:30 p.m. central time. A business day is a calendar day other than a Saturday or Sunday or a day recognized as a legal holiday by the State of Iowa (see Iowa Code § 1C.1). In computing time, the first business day is excluded and the last business day is included.
- K. Terms and Conditions of Delivery.** In determining whether a production item or book is delivered as required in this contract, all of the following shall apply:



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1. **Delivery on Business Days.** The Contractor must make a delivery of a production item or book on a business day. If the last day that a delivery can be made under the contract occurs on a Saturday or Sunday or a day recognized as a legal holiday by the State of Iowa, the last day shall be deemed to be the first subsequent business day.
 2. **Delivery to Agency.** A requirement that the Contractor deliver a production item or book to the "Agency" means that the Contractor is required to provide for the delivery of the production item to the Office of the Code Editor as provided in Parts VI through VIII, and is required to provide the normal delivery or special delivery of a book to a destination provided in Part IX, Paragraph "D."
 3. **Receipt Is Not Approval or Acceptance.** An Agency's receipt of a production item delivered by the Contractor during the trial performance period as provided in Part VII or the Agency receipt of a production item during the standard performance period as provided in Part VIII is not an approval or acceptance of the production item or book by the Agency. The Agency's receipt of a book delivered by the Contractor during the standard performance period as provided in Part IX is not acceptance of the book by the Agency.
 4. **Excusable Failure to Deliver.** The Contractor is excused from making delivery on a business day or to a specific destination if the destination does not accept delivery and the Contractor notifies the Agency of the refusal as provided in Part X. However, the Contractor must make delivery on the next business day to that destination, unless the failure is excused as provided in this subparagraph or the Agency provides otherwise.
- L. Determination Period.** The Agency shall have a period of time to (1) Accept one or more sets of assembled pages as provided in Part VIII or one or more books as provided in Part IX, (2) Accept one or more sets of assembled pages or books with qualification as provided in those parts, or (3) Reject one or more sets of assembled pages or books as provided in those parts.
1. **Sets of Assembled Pages.** For a set of assembled pages, the determination period shall be for five calendar days beginning on the final date required for the delivery of the sets of assembled pages or the actual date that the sets of assembled pages are delivered, which is later.
 2. **Books.** For a book, the determination period shall be 42 calendar days beginning on the final date required for the delivery of the books or the actual date that the books are delivered, whichever is later. However, the Agency may reserve 28 additional calendar days, for a total determination period of 70 calendar days, by notifying the Contractor in writing within the original 42-calendar-day period.
- M. Renewal.** The Agency reserves the right to execute a renewal contract to produce the 2007 edition of the Code Supplement with the Contractor according to provisions agreed to by the parties which shall be substantially similar to the provisions of this contract.



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IV. STANDARDS

GENERAL DUTY AND STANDARDS

- A. **Contractor's Duty of Performance.** The Contractor shall acquire all production materials, furnish all workmanship, and oversee all aspects of delivery of production items and books to the Agency.
- B. **General Standards.** A detailed specification for a production material or workmanship as required in this contract, including as specified in Part V, shall be the standard for the production material or workmanship used to produce a production item or book. However, if a standard is not specified in this contract or there is a question regarding the Contractor's compliance with a standard specified in this contract, all of the following shall apply:
1. **Production Materials.** If the Agency has approved a production material without qualification during the trial performance period as provided in Part VII or standard performance period as provided in Part VIII or IX, that same production material shall be used by the Contractor in the production of assembled pages or books during the standard performance period. The production material approved by the Agency without qualification shall supersede any possible conflicting standard for the production material as specified in this contract. In all other cases, the standard for a production material shall be the same or equivalent as used in the production of the 2003 edition of the Code Supplement.
 2. **Workmanship.** If the Agency has approved the workmanship of a production item without qualification during the trial performance period as provided in Part VII or standard performance period as provided in Part VIII or IX, that same workmanship shall be used by the Contractor in the production of assembled pages or books during the standard performance period. The standard of workmanship used to produce a production item approved by the Agency without qualification shall supersede any possible conflicting specification for workmanship specified in this contract. In all other cases, the standard for workmanship for the production item or a book shall be the same or equivalent as used in the production of the 2003 edition of the Code Supplement.

V. STANDARDS

DETAILED SPECIFICATIONS

The production materials and workmanship used to produce 4,200 books, must meet all of the following requirements:

- A. **Books.** The books must meet all of the following requirements:
1. **Size.** The size of each book must be 7.25" X 10.50".



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2. **Estimated and Actual Signature Count.** Each book shall include 39 signatures (1,248 pages), subject to an adjustment by the Agency during the standard performance period as provided in Part IX.
 3. **Books Ordered.** The ordinary order of books is 4,200 subject to an adjustment by the Contractor due to an overrun of up to 100 additional books during the standard performance period as provided in Part IX.
- B. Book Pages.** The Contractor shall use paper stock referred to as "Custom Plus" manufactured by Nexfor Fraser Papers Inc. or an equivalent approved by the Agency. However, the paper stock must meet all of the following requirements:
1. **Size.** The size must be 7.25" X 10.50" finished.
 2. **Color.** The color must be cream white.
 3. **Finish.** The finish must be English and smooth.
 4. **Brightness.** The brightness must be 80.
 5. **Opacity.** The opacity must be 89.
 6. **Basis Weight.** The basis weight must be 40#.
 7. **PPI.** The pages per inch must equal 741.
 8. **Recycled Material.** 100 percent of the paper stock must contain at least 30 percent (30%) postconsumer recycled materials. The recycled paper must meet the requirements for procuring recycled printing paper as provided in the federal Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. § 6962, and set forth in 40 C.F.R., pt. 247, and in related executive orders or advisory notices issued by the United States Environmental Protection Agency.
 9. **Duration.** The paper stock must be resistant to oxidation and must be of archival quality. The paper must be pH neutral (content of 7 or 7.5).
- C. Soy-based Ink.** 100 percent of the ink used in printing the text paper must contain at least 10 percent soy oil.
- D. Page Composition and Printing.** The Contractor shall produce book pages using composed pages delivered to the Contractor during the standard performance period as provided in Part VIII, Paragraph "A." The Contractor's book pages are those pages used in book production during the standard performance period as provided in Part IX, Paragraph "A," after the Agency's approval of (1) Sample blue line pages as provided in Part VII, Paragraph "B," and (2) Finished blue line pages produced during the standard performance period as provided in Part VIII, Paragraph "B." Using the Agency's composed pages, the Agency shall produce pages which comply with all of the following:
1. **Size of the Image Area for Type.** The size of the image area for type must be 36 x 54 picas, including the folio.
 2. **Font.** The font must be Century Schoolbook.



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3. **Ink.** The pages must be produced with 1/1 black ink on two sides.
 4. **Bleed Bars.** Any number of the pages composed by the Agency will contain 3/8"-wide bleed bars with reverse copy and will run the entire length of the page. The bleed bars will be located on right-hand pages and run the entire length of the page. For divisions of content associated with the Code Editor Notes, the book will contain at least one page having a bleed bar. For divisions of content associated with Index, the book will contain at least one bleed bar. The Agency's composed pages may include from time to time other pages with bleed bars to segregate and identify other divisions of content.
 5. **Artwork.** Some pages will include minimal artwork, including the image of the state seal.
- E. **Binding and Finishing.** The Contractor shall bind and finish the books according to all of the following requirements:
1. **Perfect Bound.** The book shall be a soft cover perfect bound. The book must be composed of 32-page signatures or split signatures as approved by the Agency. A signature cannot have less than 16 pages unless approved by the Agency. The signatures must be thoroughly glued to the cover in a manner that assures that the book block is sturdily bound.
 2. **Cover.** The cover of the books must comply with all of the following requirements:
 - a. **Material.** The cover must be a heavyweight cellulose blended latex-saturated material of the same type and variety commonly known as 17 pt. Lexotone (Lexotone® 17 GA LX17, Tan, Nubuckram, Series 1, Ref. # 6268-1 LK 25806), and produced by FiberMark, or an equivalent cover approved by the Agency. The cover's color and finish must match the color and finish of the 2003 Code Supplement.
 - b. **Decoration.** The cover's decoration must include all of the following:
 - (1) **Front panel.** On the front panel, the decoration must include an impression embossed high on the panel which includes three parts: (1) Black numbers and letters identifying the volume as the 2005 Supplement (2) Letters further identifying the volume as associated with the Code of Iowa, and (3) A design which separates the first and second parts.
 - (2) **Spine.** On the spine, the decoration must include one affixed red foil with gold leaf on the top half of the spine and one affixed black foil with gold leaf on the bottom half of the spine. The foils must be aligned with and match the colors of the foils affixed to the spines of each volume of the set of the 2005 Code of Iowa. The gold leaf on the red foil must include the same letters and design that appears on the front panel which identifies the volume as the Supplement to the Code of Iowa. The gold leaf on the black foil must include numbers that identify its year of publication as 2005. The foils must be distinct and the foils must be permanently affixed to the books in the same manner as they are affixed to the 2003 Code Supplement.



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VI. STANDARDS

DELIVERY AND FORMAT OF PRODUCTION ITEMS

- A. General.** The Contractor is required to pick up and deliver production items. The Contractor must deliver production items personally or by a courier approved by the Agency. The FedEx Corporation or United Parcel Services (UPS) is an approved courier.
- B. Composed Pages.** The Agency shall furnish to the Contractor fully composed (postscript) pages in an electronic format.
- 1. Electronic Format.** The Agency may deliver files used in production by electronic transfer directly to the Contractor by file transfer protocol (FTP), electronic mail, or to the Contractor's Internet website, or by delivery of files stored on electronic media (e.g., CD-ROM).
 - 2. Paper Copies.** The Agency may also deliver paper copies of composed pages to the Contractor in a manner determined reasonable by the Agency.
- C. Blue Line Pages.** The Agency shall determine the format to be used for proof pages, which are referred to within this contract as "blue line pages." The term "blue line pages" includes "sample blue line pages" that are produced for and delivered to the Agency during the trial performance period as provided in Part VII, Paragraph "B," and finished blue line pages that are produced for and delivered to the Agency during the standard performance period as provided in Part VIII, Paragraph "A." "Blue line pages" may include conventional blue line pages or an equivalent as established by the Agency.

VII. SCHEDULE

TRIAL PERFORMANCE

(PRODUCTION AND DELIVERY OF PRODUCTION ITEMS)

Upon execution of this contract, the Contractor shall produce and deliver the following production items for Agency approval during a trial performance period:

- A. Sample Cover.** As part of the trial performance period the Contractor shall produce and deliver sample covers of the books as follows:
- 1. Preliminary Paper-Proof Cover.** The Contractor shall delivery a preliminary paper-proof cover to the Agency.
 - a. Description.** The preliminary paper-proof cover shall illustrate how the book covers will appear when the books are bound, including all lettering and numbering, and the location of the required impressions and foil stamping. The preliminary paper-proof cover must be trimmed to size or marked to illustrate the trim size. The lettering and numbering and the location of the impressions and foil stamping must be identical to that used in the production of the books.



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- B. Sample Blue Line Pages.** As part of the trial performance and in preparation for the Contractor's production and delivery of finished blue line pages to the Agency during the standard performance period as provided in Part VIII, Paragraph "A," the Agency shall deliver test composed pages to the Contractor as provided in Part VI, Paragraph "B," and the Contractor shall use the test-composed pages to produce sample blue line pages in a printed format which shall be delivered to the Agency for its approval.
- 1. Standards and Specifications.** The test composed pages delivered by the Agency to the Contractor shall be substantially equivalent to composed pages required for the production of finished blue lines pages. The Contractor shall use the test composed pages to produce sample blue line pages.
 - 2. Delivery and Approval.** The Agency will deliver test-composed pages to the Contractor in an electronic format in the same manner as the Agency expects to deliver composed pages to the Contractor for the production of finished blue line pages.
 - a. Delivery.** The Contractor shall deliver sample blue line pages to the Agency not later than 10 calendar days from the date that the Agency delivered the test-composed pages to the Contractor. The sample blue line pages shall conform to standards established by the Agency.
 - b. Approval.** The Agency shall (1) Approve the sample blue line pages, (2) Approve the sample blue line pages upon condition, or (3) Disapprove the sample blue line pages. If the Agency approves the sample blue line pages upon condition or disapproves the sample blue line pages, the Agency shall deliver to the Contractor a notice specifying the reasons for the conditional approval or disapproval, which may include a marked-up copy of the sample blue line pages showing corrections. If the Agency disapproves the sample blue line pages, the Contractor shall deliver corrected sample blue line pages to the Agency within five calendar days after the Agency delivers the notice to the Contractor. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected sample blue line pages for its approval.

VIII. SCHEDULE

STANDARD PERFORMANCE

(PRODUCTION AND DELIVERY OF PRODUCTION ITEMS)

Following the Agency's approval of sample blue line pages during the trial performance period as provided in Part VII, Paragraph "B," the Contractor shall produce production items for and deliver them to the Agency for its approval or acceptance.

- A. Production, Delivery, and Approval of Finished Blue Line Pages.** The Agency shall deliver composed pages and the Contractor shall produce and deliver finished blue line pages to the Agency for its approval.



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1. **Standards and Specifications.** The Agency shall deliver composed pages in an electronic format to the Contractor for purposes of producing finished blue line pages. The composed pages will be substantially equivalent to the test-composed pages used to produce the sample blue line pages approved by the Agency as provided in Part VII, Paragraph "B." The Agency will deliver the composed pages by using the same system for the reliable transfer of test composed pages established during the trial performance period as provided in Part VII, Paragraph "B."
 2. **Two Sets.** The Contractor shall deliver two sets of finished blue line signatures to the Agency.
 3. **Incremental Delivery of Composed Pages and Finished Blue Line Signatures.** The Agency may deliver the composed pages to the Contractor in installments by signature or by split signature. The Contractor shall produce the finished blue line pages for delivery to the Agency as the Agency delivers the composed pages to the Contractor.
 - a. **Assembly and Delivery.** After the Contractor receives an installment of composed pages and produces an installment of the sets of finished blue line pages, the Contractor shall deliver those sets of that installment to the Agency. The Contractor shall arrange each installment of finished blue line pages in sequential order by signature, or by split signature as approved by the Agency.
 - b. **Deadline.** The Contractor shall deliver both sets of each installment of finished blue line pages to the Agency within five business days after the Agency delivers the corresponding installment of composed pages to the Contractor. However, the Agency may waive this requirement and authorize the Contractor to deliver both sets of more than one installment of finished blue line pages to the Agency on a later calendar day.
 4. **Approval.** The Agency shall (1) Approve the finished blue line pages, (2) Approve the finished blue line pages upon condition, or (3) Disapprove the finished blue line pages. If the Agency approves the finished blue line pages upon condition or disapproves the finished blue line pages, the Agency shall deliver to the Contractor a notice identifying the deficiencies (problems or errors) in the finished blue lines, and return a set of the finished blue line pages to the Contractor with markings indicating where any deficiencies were found. If the Agency disapproves the finished blue line pages, the Contractor shall deliver the marked-up finished blue line pages to the Agency within five calendar days after the Agency delivers the notice to the Contractor. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected finished blue line pages for its approval.
- B. Production and Delivery of 12 Sets of Assembled Pages.** Following the Agency's approval of finished blue line signatures as provided in Paragraph "A," the Contractor shall produce and deliver 12 sets of assembled pages to the Agency for its acceptance.
1. **Name.** As used in this contract, a set of assembled pages is the same as a set of "cut copy pages" as commonly referred to by book binderies.



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2. **Standards and Specifications.** The sets of assembled pages are for the Agency's use. Each set of assembled pages must be sorted into printed and folded signatures, trimmed to book page size, and three-hole punched, prior to delivery to the Agency. The Contractor shall produce each set of assembled pages as book pages that conform to the detailed specifications as provided in Part V.
3. **Delivery.** The Contractor shall deliver all sets of assembled pages to the Agency within 10 calendar days after the Agency delivers its final approval of the finished blue line pages to the Contractor as provided in Paragraph "A."
4. **Acceptance.** The Agency may (1) Accept one or more sets of assembled pages, (2) Accept one or more sets of assembled pages with qualification, or (3) Reject one or more sets of assembled pages and require specific performance and liquidated damages as provided in Parts XII, XIV, and XV.

IX. SCHEDULE STANDARD PERFORMANCE (PRODUCTION AND DELIVERY OF BOOKS)

- A. **Production.** Within 15 calendar days after the Agency's approval of finished blue line pages during the standard performance period as provided in Part VIII, Paragraph "A," the Contractor shall produce and deliver the finished books to the Agency in compliance with the requirements of this contract, including the general standards provided in Part IV and the detailed specifications provided in Part V.
- B. **Packaging Requirements.** The Contractor shall provide for the safe packaging of the books in cartons that meet all construction requirements of the applicable freight classifications. The weight of each bulk-packaged carton shall not exceed 35 pounds. The books must be packaged in bulk. However, at least five percent of the total quantity ordered, excluding overruns, must be placed in individual cartons. One side of each carton must reasonably indicate its contents and the quantity of books contained in the carton.
- C. **Shipping Requirements.** The Contractor shall provide for the shipment of the books in bulk-packaged cartons, including by providing the loading, transportation, and unloading of the books.
 1. **Subcontractor.** The Contractor may use a subcontractor as specified in Part III, Paragraph "F," Subparagraph 2, to provide for the shipment of the books. The shipment shall be made in a manner that meets all requirements for the applicable freight classifications.
 2. **F.O.B.** The Contractor shall ship the books F.O.B. Destination, Door, Freight Prepaid and Allowed.



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3. **Pallets.** If a carton is loaded on a pallet (or skid) the pallet must be 3'4" x 5'. All cartons must fit on the pallet without overhang. The cartons must be strapped to the pallet by polyethylene wrap. A pallet shall not be double stacked.
- D. **Delivery Requirements.** The Contractor shall provide for both normal delivery and special delivery of the books to all destinations required in this paragraph.
 1. **Normal Delivery.** The Contractor shall provide for the normal delivery to the Agency for General Distribution as provided in this subparagraph.
 - a. **Deadline.** The Contractor shall deliver the books within 15 calendar days after the Agency delivers its final approval of the finished blue line pages for the books to the Contractor during the standard performance period as provided in Part VIII, Paragraph "A," Subparagraph 4.
 - b. **Destination.** The Contractor shall ship books directly to the following destination:

Grimes State Office Building
400 E. 14th St.
Des Moines, Iowa 50319
 - c. **Unloading Instructions.** The Contractor shall ensure that a delivery truck is able to unload books at the destination's dock. The dock is inside the building, and there are no accommodations to unload by forklift. All pallets must be unloaded by pallet jacks located at the dock. The maximum clearance for the dock is 13'4". If the Contractor makes the delivery to the dock by a truck that exceeds the 13'4" clearance, the books shall be deemed undelivered without notice to the Contractor by the Agency.
 - d. **General Distribution and State Capitol Complex Distribution.** Of the books that are shipped as part of normal delivery, those books shall be divided for (1) General Distribution and (2) State Capitol Complex Distribution. The Contractor shall segregate approximately 1,350 books as directed by the Agency to the Grimes State Office Building for State Capitol Complex Distribution to state officials and employees. The Contractor shall ship books for State Capitol Complex Distribution no later than the other books shipped for General Distribution, but the Contractor may provide for the earlier shipment of books for State Capitol Complex Distribution which shall be deemed part of normal delivery. If the books for State Capitol Complex Distribution are shipped with the balance of the other books for General Distribution, the books for State Capitol Complex Distribution shall be segregated and set aside from the books for General Distribution and fit on a pallet as otherwise required under Paragraph "C" in order to accommodate the special distribution.



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2. **Special Delivery (Judicial Distribution).** The Contractor shall provide for the special delivery of approximately 980 books as directed by the Agency to Iowa's eight judicial districts for Judicial Distribution to judges and court employees.
- a. **Deadline.** The Contractor shall deliver the books within 15 calendar days after the Agency delivers its final approval of the finished blue line pages for the books to the Contractor during the standard performance period as provided in Part VIII, Paragraph "A."
- b. **Destinations.** The Contractor shall drop ship books directly to Iowa's eight judicial districts as follows:

Judicial Distribution

District	City	Zip Code
1 st District	Waterloo	50703
2 nd District	Fort Dodge	50501
3 rd District	Sioux City	51101
4 th District	Council Bluffs	51501
5 th District	Des Moines	50309
6 th District	Cedar Rapids	52401
7 th District	Davenport	52801
8 th District	Ottumwa	52501

3. **Special Delivery (Legislative Distribution).** The Contractor shall deliver 420 books to the Grimes State Office Building for Legislative Distribution to members and employees of the Iowa General Assembly, unless the Agency provides predelivery instructions to the Contractor which orders that the books be shipped as part of normal delivery as provided in Subparagraph 1.
- a. **Deadline.** The Contractor shall deliver the books on or before a date agreed to by the parties, but no later than January 4, 2006.
- b. **Destination and Unloading Instructions.** The Contractor shall deliver the books to the same location and in the same manner as required for the normal delivery of books for General Distribution as provided in Subparagraph 1 unless the Agency delivers predelivery instructions to the Contractor which provides otherwise.
- c. **Unloading Instructions.** The Agency shall deliver instructions to the Contractor which shall include: (1) Addresses of delivery locations and (2) Requirements for predelivery notice procedures.



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- E. **Damaged Books.** A book which is damaged prior to receipt by the Agency shall be deemed undelivered.

X. SCHEDULE COMMUNICATION

- A. **Principal Managers for the Agency.** Ms. Leslie Hickey and Ms. Joanne Page are the Agency's principal managers responsible for providing information and direction to the Contractor, and for approving production items during the trial performance period as provided in Part VII, the standard performance period as provided in Part VIII, and the standard performance period as provided in Part IX, and for accepting sets of assembled pages during the determination period as provided in Part III, Paragraph "L," and for accepting books during the determination period as provided in Part III, Paragraph "L."

1. **Contact Information.** The contact information for Agency's principal managers is as follows:

Agency's Principal Managers

Principal Manager		Principal Manager
Personal Information	Ms. Leslie Hickey	Ms. Joanne Page
	Iowa Code Editor	Deputy Code Editor
	Legislative Services Agency	Legislative Services Agency
	Iowa General Assembly	Iowa General Assembly
Business Location	Ola Babcock Miller Building	Ola Babcock Miller Building
	1112 East Grand Avenue	1112 East Grand Avenue
	Des Moines, Iowa 50319	Des Moines, Iowa 50319
Contact Information	Telephone: (515) 281-8871	Telephone: (515) 242-6464
	E-mail: leslie.hickey@legis.state.ia.us	E-mail: joanne.page@legis.state.ia.us
	Fax: (515) 281-4424	Fax: (515) 281-4424

2. **Communication Directed to Both Principal Managers.** The Agency's principal managers are the persons authorized to discuss any issue relating to this contract and if the Contractor cannot directly make contact with one person, the Contractor shall make every reasonable effort to make direct contact with the other person. Any electronic messages addressed to the Agency shall be delivered to both persons.



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3. **Alternatives.** Either of the Agency's principal managers may designate an alternate person to communicate with the Contractor regarding any issue which arises under this contract. Nothing in the contract prevents another person authorized by the Agency to initiate communication with the Contractor.

B. **Principal Managers for the Contractor.** Mr. Ron Sorensen, or in the alternative, Ms. Jackie Wrolstad, are the Contractor's principal managers responsible for the production and delivery of production items and books. Except as otherwise provided in Paragraph "C," the Agency shall communicate with Mr. Sorensen, or in the alternative with Ms. Wrolstad, regarding any issue relating to the production and delivery of production items and books.

1. **Contact Information.** The contact information for Contractor's principal managers is as follows:

Contractor's Principal Managers

Principal Manager		Alternative Principal Manager
Personal Information	Mr. Ron Sorensen	Ms. Jackie Wrolstad
	Customer Service Representative - Manufacturing Client Services	Customer Service Representative - Manufacturing Client Services
Business Location	610 Opperman Drive	610 Opperman Drive
	Eagan, Minnesota 55123	Eagan, Minnesota 55123
Contact Information	Telephone: (651) 848-3702	Telephone: (651) 848-3623
	E-mail: ron.sorensen@thomson.com	E-mail: jackie.wrolstad@thomson.com
	Fax: (651) 848-2712	Fax: (651) 848-2712
	Pager: (612) 606-2045	Pager: (612) 606-5420

2. **Availability.** One of the Contractor's principal managers shall be available on all days during which the books are being produced for or delivered to the Agency. During the standard performance period as provided in Parts VIII and IX, one of the principal managers shall be available on Saturday. If the Contractor replaces a principal manager, the Contractor shall immediately notify the Agency of the contact information for the new principal manager as specified in Subparagraph 1.



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3. a. Message and Response. If Ms. Hickey or Ms. Page, or a designee, delivers a message to Mr. Sorensen regarding the production or delivery of production items or books as provided in this contract, either Mr. Sorensen or Ms. Wrolstad shall respond to Ms. Hickey, Ms. Page, or their designee, as is provided in this Subparagraph 3. If Mr. Sorensen is not available, Ms. Hickey or Ms. Page or a designee shall deliver the message to Ms. Wrolstad. Ms. Hickey or Ms. Page shall deliver the message by using telephone voice mail, pager, or electronic mail as specified in Subparagraph 1. If Ms. Hickey or Ms. Page does not use electronic mail to deliver the message, they may also confirm the delivery of the message by using electronic mail. One of the Contractor's principal managers shall respond to Ms. Hickey, Ms. Page, or the designee, as soon as possible but no later than as follows:

(1) Blue Line Pages. If Ms. Hickey or Ms. Page delivers a message regarding the production or delivery of blue line pages, a principal manager shall respond no later than four hours after Ms. Hickey or Ms. Page delivers the message. If, however, the four-hour period will expire after 4:30 p.m. central time of the business day on which the message is delivered, a principal manager shall respond no later than by 8:30 a.m. on the next business day.

(2) Not Blue Line Pages. If Ms. Hickey or Ms. Page delivers a message, other than a message regarding the production or delivery of blue line pages, a principal manager shall respond no later than by noon on the next business day.

b. Limitation. Nothing in this Subparagraph 3 requires a principal manager to provide an immediate answer or deliver production items or books to the Agency in response to the communication.

C. Contract Manager for the Contractor. Ms. Ellen Gillespie is the contract manager for the Contractor and is the contact person for any issue relating to the interpretation of a provision of this contract. Ms. Gillespie is authorized to negotiate any issue involving a term or condition of this contract.

Contractor's Contract Manager

Personal Information	Ms. Ellen Gillespie
	Manager, Government Contracts
Business Location	610 Opperman Drive
	Eagan, Minnesota 55123



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Contact Information	Telephone: (651) 687-5888
	E-mail: ellen.gillespie@thomson.com

XI. SCHEDULE PAYMENT

A. General. The Agency is liable to the Contractor as provided in this contract only for amounts paid in consideration under this contract, and subject to the following:

- 1. Contract Price.** Unless this contract is terminated as provided in Part XIII, payment shall be made by the Agency to the Contractor in accordance with the contract price, which shall be based on the production and the delivery of production items and books to the Agency according to the terms and conditions of this contract, including the approval of production items during the trial performance period as provided in Part VII, the approval of production items during the standard performance period as provided in Part VIII, the acceptance of sets of assembled pages during the determination period as provided in Part III, Paragraph "L," and the acceptance of books during the determination period as provided in Part III, Paragraph "L."
- 2. Invoice Required.** The Contractor shall provide the Agency with an invoice for payment. The Agency's payment to the Contractor for the amount stated in the invoice shall be deemed conclusive evidence of completion by the Agency of any payment obligation for the items invoiced, and each party waives its right to later contest the invoice amount based on error. The Contractor shall identify the final invoice, specifying the amount of the last payment owed by the Agency. The Agency's payment of the specified amount is the final amount owed to the Contractor, regardless of any error by the parties.

B. Payment Schedule. Upon delivery of an invoice as provided in Paragraph "A," Subparagraph 2, the Agency shall pay the Contractor the contract price.

- 1. a. Conventional Payment Schedule.** Except as otherwise provided in this Paragraph "B," the Agency will pay the Contractor according to a conventional payment schedule. The Agency will may make one payment to the Contractor at the end of the determination period as provided in Part III, Paragraph "L," upon the Agency's receipt of the Contractor's final invoice. The Agency shall pay the Contractor 100 percent of the amount of the contract price.
- b. Negotiated Payment Schedule.** The Agency and the Contractor may agree to a negotiated payment schedule. Under this schedule the Agency shall make two payments of the total amount of the contract price to the Contractor as follows:



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- (1) **Initial Payment.** The Agency shall first pay the Contractor 20 percent of the estimated amount of the contract price of the ordinary order (\$5,818.80) without adjustment as provided in Paragraph "C." The Agency shall make the initial payment after execution of this contract by the parties and upon the Agency's receipt of the Contractor's invoice.
- (2) **Final Payment.** The Agency shall pay the Contractor the balance of the contract price after the estimated amount is adjusted as provided in Paragraph "C." The Agency shall pay the balance of the contract price in the same manner as the Agency would have paid the total amount of the contract price under the conventional payment schedule pursuant to Subdivision "a."
2. **Early Payment.** The Agency upon request by the Contractor or upon its own initiative may pay the Contractor the contract price or a portion of the contract price earlier than required under Subparagraph 1. In order to pay an amount earlier than required under Subparagraph 1, the Contractor must verify that the Contractor has incurred all production costs associated with performance under this contract. The decision of the Agency to pay an amount earlier than required under Subparagraph 1 shall not be construed as an amendment of this contract, shall not obligate the Agency to pay the Contractor an amount other than as provided in this contract, shall not constitute a waiver of any requirement of the Contractor, and shall not relieve the Contractor of its duty of performance under this contract.
- C. **Amount the Contract Price.** The Agency shall pay the Contractor an estimated amount of \$29,094 for the production and delivery of the ordinary order of 4,200 books based on the assumption that each book has 1,248 pages with 39 signatures each containing 32 pages. However, the estimated amount of the contract price shall be adjusted to account for all of the following:
1. a. **Incidental Work.** Subject to Subdivision "b," the Agency shall pay the Contractor for incidental work such as copy preparation and rework as required by the Agency.
- b. **Limitations.** The prices charged by the Contractor for incidental work shall not exceed those customarily charged by the Contractor to its customers for similar incidental work. The Contractor shall provide the Agency with proof of customary charges. The Contractor shall not charge the Agency for the first \$300 for incidental work performed by the Contractor as required by the Agency.

Incidental Work

Type of Work	Amount Per Hour
Correcting Electronic Files	\$50.00
Making Minor Copy Corrections	\$50.00
Replating	\$239.00



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2. **Actual Number of Signatures.** The Agency shall adjust the estimated amount to pay the Contractor for the actual number of signatures of each book which the Contractor is required to produce and deliver to the Agency during the standard performance period as provided in Part IX.
3. **Actual Number of Books (Overrun).** The Agency shall adjust the estimated amount to pay the Contractor for any number of up to 100 additional books of an overrun which the Contractor produces and delivers to the Agency during the standard performance period as provided in Part IX. The Agency shall adjust the estimated amount to pay for the actual number of signatures of each book of the overrun as provided in Subparagraph 1.

Estimated and Actual Number of Signatures and Books

Signature Calculation	Signatures Per Book		Amount Per Signature Per Book	
	Form	Count	Ordinary Order	Overrun
Estimated Number of Signatures	32-page (full)	39	\$0.18	\$0.13
	16-page (half)	---	\$0.09	\$0.06
Actual Number of Signatures (Adjusted Signature Count)	Each Additional 32-page (full)		+\$0.18	+\$0.13
	Each Additional 16-page (half)		+\$0.09	+\$0.06
	Each Fewer 32-page (full)		-\$0.18	-\$0.13
	Each Fewer 16-page (half)		-\$0.09	-\$0.06

XII. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE

GENERAL

- A. **All Legal Remedies Available.** Remedies available as provided in this contract for breach of contract are in addition to every other remedy available to the parties at law or in equity. The Agency may utilize a procedure and remedy for noncompliance as provided in this contract when another procedure and remedy also provided in this contract, including but not limited to a demand for specific performance as provided in Part XIV and the assessment of liquidated damages as provided in Part XV or both for the same breach of contract as provided for in those parts.
- B. **Notice and Response Requirements.** The Agency shall notify the Contractor in writing of the Contractor's noncompliance with the terms and conditions of this contract that terminates the contract as provided in Part XIII, or that demands a remedy for breach by



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specific performance as provided in Part XIV, or the assessment of liquidated damages as provided in Part XV. Except as provided in Part XIII, the Agency shall deliver the notice of noncompliance within the determination period as provided in Part III, Paragraph "L." The notice demanding a remedy for a breach of contract as provided in Part XIV or XV shall document each breach of contract and the remedy demanded or imposed for the breach of contract. A notice of breach of contract which demands a remedy shall suspend any obligation by the Agency to carry out the provisions of this contract until the Agency accepts the remedy. The Contractor may dispute the Agency's determination of a breach by delivering a notice of dispute to the Agency within 30 calendar days after the Agency delivers its notice to the Contractor. The dispute shall be resolved by the parties in good faith.

- C. **Indemnification.** Except as provided in this contract, the Contractor shall jointly and severally indemnify and hold the Agency, the Iowa General Assembly, and the State of Iowa harmless from and against all liability, loss, damage, or expense, including reasonable attorney fees, by reason of a breach of contract by the Contractor.
- D. **Performance Bond.** The Contractor shall post a performance bond with the Agency in the amount of \$21,820.50 (75 percent of the of the estimated amount of the ordinary order, without adjustment as provided in Part XI, Paragraph "C"). A certified check, cashier's check, or money order may be provided in lieu of a bond, and must be kept on file with the Agency. The Agency may retain the performance bond until the end of the determination period as provided in Part III, Paragraph "L," unless the Contractor disputes the Agency's determination as provided in Paragraph "B." In that case, the Agency may retain the performance bond until the dispute has been resolved.

XIII. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. **Justifiable Termination.** Any of the following shall be just cause for terminating this contract, without breach of contract:
 - 1. **Insufficient Moneys.** If moneys necessary to satisfy the contract price are at any time not forthcoming or insufficient through the failure of the State of Iowa to make sufficient moneys available as a result of legally binding action, then the Agency may terminate this contract by giving not less than 20 calendar days' written notice to the Contractor documenting the lack of funding. Upon termination, the Agency agrees to pay all costs incurred by the Contractor up and until the date of termination. If moneys necessary to satisfy the contract price become available within 40 calendar days subsequent to the termination, the Agency agrees to reexecute a contract with the Contractor under the same provisions of this contract and any amendments as agreed to by the parties.



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2. **Force Majeure.** If the performance of any provision of this contract is prevented by an event which is an act of God, civil tumult, war, epidemic, interruption of transportation or communication, or any other cause beyond the control of a party, as determined by the Agency, that party is relieved of the performance of that provision of this contract. However, if the Contractor is prevented from performance, the Contractor shall provide the Agency with written notice within 10 days describing the preventing event, the possible duration of the preventing event, the Contractor's efforts to remedy the situation caused by the preventing event, and the expected effect of the preventing event upon the schedules contained in this contract. It shall be the Contractor's responsibility to show that the cause of the preventing event was beyond the Contractor's control, that the preventing event reasonably caused nonperformance, and that the Contractor was not reasonably able to anticipate the preventing event in order to avoid the nonperformance.
- B. **Nonjustifiable Termination.** Either party may terminate this contract if the other party breaches this contract by failing to substantially comply with a provision of this contract. The party terminating this contract shall deliver written notice to the other party within 30 calendar days following the breach. The written notice shall document the breach of contract. If the Contractor breaches this contract by failing to satisfy such provision, the Contractor shall forfeit the performance bond and the Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages. The Agency may also continue this contract, and retain such moneys as liquidated damages. The Agency shall deliver notice to the Contractor in writing of its decision to retain an amount in liquidated damages not later than 20 calendar days following the receipt of the notice.
- C. **Unilateral Termination.** The Agency may unilaterally terminate this contract for the committing of an egregious breach of this contract as specified in this Paragraph "C." The Agency shall deliver a written notice to the Contractor party within 30 calendar days following the Agency's discovery of the egregious breach, but within the determination period as provided in Part III, Paragraph "L." The written notice shall document each cause of the egregious breach.
 1. **Egregious Breach.** As used in this Paragraph "C," an egregious breach is limited to any of the following:
 - a. **Unauthorized Copyright.** The Contractor obtains or attempts to obtain a copyright in text or data produced in a book or originating from electronic media transferred or delivered to the Contractor by the Agency as provided in this contract.
 - b. **Unauthorized Release.** The Contractor releases text or data delivered by the Agency to the Contractor under this contract to any person including but not limited to a related entity of the Contractor, the text or data is produced in a book or originates from electronic media transferred or delivered to the Contractor by the Agency, and the release is not expressly approved in writing by the Agency.



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- c. **Unauthorized Publishing.** The Contractor uses text or data delivered by the Agency to the Contractor under this contract for purposes of publishing, without the express written approval of the Agency.
 - d. **Unwarranted Delay.** The Contractor fails to deliver a production item or book more than 20 calendar days after a date required in this contract.
 - e. **Unsatisfactory Sample Blue Line Pages.** The Agency rejects all or a majority of sample blue line pages as required to be accepted by the Agency during the trial performance period as provided in Part VII, Paragraph "B."
 - f. **Corruption of Text.** The Contractor delivers a finished blue line page that includes text that is corrupted or does not otherwise match the composed pages delivered by the Agency to the Contractor for production of the finished blue line pages. This Subdivision "f" does not apply to sample blue line pages as provided in Part VII, Paragraph "B," or if the corruption of the text is due to the Agency's use of technology or procedures to produce or transmit information to the Contractor for the production of the blue line pages.
 - g. **Rejected Books (Rejection Rate).** The Agency may reject any book if it determines that the book is unsatisfactory. The Agency may reject all books if it determines that of the total number of books required to be delivered as part of the ordinary order, 15 percent or more of that number (630 books) are unsatisfactory. The Agency shall notify the Contractor of the rejection as soon as practicable. However, the Agency shall have the determination period as provided in Part III, Paragraph "L," to notify the Contractor that the Agency has rejected any number of books.
 - h. **Failure to Comply With a Notice for Specific Performance.** The Contractor fails to comply with a demand for specific performance within the period for compliance as provided in Part XIV, Paragraph "B."
2. **Remedies.** The Contractor shall forfeit the performance bond as provided for in Part XII, Paragraph "D"; the Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages; and the Agency shall be entitled to \$21,820.50 (75 percent of the of the estimated amount for the ordinary order, without adjustment as in Part XI, Paragraph "C") in additional liquidated damages, based on potential lost sales to the Agency, damage to the Agency's reputation, and delays caused by selecting another vendor to complete the production and delivery of the books.



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XIV. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE --- SPECIFIC PERFORMANCE

- A. Cause.** The Agency may demand specific performance for cause as follows:
- 1. Rejected Set of Assembled Pages or Book.** The Agency may reject a set of assembled pages or a book which does not meet the requirements of this contract. The Agency may demand an exchange for a new set of assembled pages or book at the expense of the Contractor.
 - 2. Delivery Requirement.** The Contractor fails to comply with a requirement for the delivery of a production item during the trial performance period as provided in Part VII or during the standard performance period as provided in Part VIII or the Contractor fails to comply with a requirement for the delivery of a book during the standard performance period as provided in Part IX.
 - 3. Underrun.** If the Contractor produces an underrun of books, the Agency may require the Contractor to deliver the number of books required by this contract to the Agency.
 - 4. Unauthorized Copyright.** If the Contractor obtains or attempts to obtain a copyright in text or data, the Contractor shall immediately withdraw any application for the copyright and renounce any such copyright that the Contractor has obtained.
 - 5. Unauthorized Release.** If the Contractor releases text or data to an unauthorized person, the Contractor shall take all actions necessary to recover the text or data from that person. The Contractor shall return the text or data to the Agency or destroy the text or data in a manner specified by the Agency.
 - 6. Unauthorized Publishing.** If the Contractor uses text or data for purposes of unauthorized publishing, the Contractor shall destroy any publication which uses such text or data upon demand by the Agency.
- B. Compliance Period.** Unless the Contractor disputes the Agency's demand for specific performance as provided in Part XII, Paragraph "B," the Contractor shall provide specific performance as demanded in the Agency's notice within 10 calendar days following the delivery of the notice to the Contractor. However, if the Agency's demand is for the production and delivery of books to replace those books that the Agency rejected, the Contractor shall deliver the replacement books to the Agency within 20 calendar days following the delivery of the Agency's notice to the Contractor.

XV. PROCEDURES AND REMEDIES FOR NONCOMPLIANCE --- LIQUIDATED DAMAGES

- A. Liquidated Damages for Late Delivery of Books.** The Agency may assess liquidated damages which shall be imposed on the Contractor for the Contractor's



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unwarranted delay in the delivery of one or books that are required to be produced for the Agency during the standard performance period as provided in Part VIII and delivered to the Agency during the standard performance period as provided in Part IX, including for the late normal delivery of books as provided in Part IX, Paragraph "D," Subparagraph 1 (as part of General Distribution or State Capitol Complex Distribution), or the late special delivery of books for Judicial Distribution as provided in Part IX, Paragraph "D," Subparagraph 2.

1. **Assumption.** Any unwarranted delay in the Contractor's delivery of books will cause the Agency damages, including a loss in future sales of the books and an accompanying loss of goodwill and diminished reputation which will affect the sales of other Agency publications, including future sales of the Code Supplement.
 - a. **Normal Delivery (General Distribution).** The late normal delivery of the books for general distribution will reduce the efficiency and effectiveness of persons who receive those books, including but not limited to members of Iowa's legal community.
 - b. **Special Delivery (Judicial Distribution).** The late special delivery of books for Judicial Distribution will reduce the efficiency and effectiveness of judges and judicial branch employees in carrying out judicial branch functions.
 - c. **Special Delivery (Legislative Distribution).** The late special delivery of books for Legislative Distribution will reduce the efficiency and effectiveness of members of the Iowa General Assembly, Agency staff, and other legislative employees who rely upon the books to carry out legislative branch functions. It is of critical importance that the books be delivered for Legislative Distribution by the deadline provided in Part IX, Paragraph "D," Subparagraph 3.
2. a. **Calculation.** For each calendar day delay in the delivery of a book, the Agency shall assess liquidated damages which shall be imposed upon the Contractor based on the following formula:

Formula Used to Calculate Liquidated Damages for the Late Delivery of Books

One Book That Is Delivered One Calendar Day Late
x Rate of Assessment
= Base Amount of Liquidated Damages

Base Amount of Liquidated Damages
x Number of Books That Are Delivered One Calendar Day Late
= Amount of Liquidated Damages
(For All Books That Are Delivered One Calendar Day Late)



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$$\begin{aligned} & \text{Amount of Liquidated Damages} \\ & \times \text{Number of Calendar Days Late} \\ & = \text{Total Amount of Liquidated Damages Due} \\ & \text{(For All Books That Are Delivered One or More Calendar Days Late)} \end{aligned}$$

- b. **Rate of Assessment.** The rate of assessment shall be determined according to the following schedule:

**Schedule Used to Assess Liquidated Damages
for the Late Delivery of Books**

Type of Delivery		Rate of Assessment Per Book
Normal	General Distribution	\$.10
	Capitol Complex Distribution	\$.20
Special	Judicial Distribution	\$.20
	Legislative Distribution	\$1.20

- c. **Flat Rate of Assessment for Special Delivery (Legislative Distribution).** In lieu of the schedule used to assess liquidated damages for the late special delivery of books for Legislative Distribution, the amount of liquidated damages shall be \$500 for each calendar day that all of the books which are part of the special delivery are delivered late.

- B. **Liquidated Damages for the Late Delivery of Response or Production Item.** The Agency may assess liquidated damages for the Contractor's (1) Late delivery to the Agency of a response to an Agency message and (2) Late delivery of a production item.

1. **Late Delivery of Response or Production Item Other Than a Set of Assembled Pages.** The unwarranted delay in the Contractor's delivery of a response or production item, other than a set of assembled pages, to the Agency will cause the Agency damages calculated as a fraction of a one-calendar-day delay in the delivery of those books to all destinations, as provided in Paragraph "A," Subparagraph 2. The Agency's assessment of liquidated damages applies regardless of whether the books are or are not actually delivered late because it is assumed that any delay in the Contractor's delivery of the response or production item will be rectified by the Agency taking extraordinary measures to restore the schedule for production during the trial



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performance period as provided in Part VII or during the standard performance period as provided in Part VIII and Part IX, if possible. For each business delay in the delivery of the response or each calendar day in the delivery of the production item, the Agency shall assess liquidated damages based on the formula used to calculate liquidated damages for the Contractor's late delivery of books during normal delivery at the assessment rate for General Distribution as provided in Paragraph "A," Subparagraph 2, Subdivision "b" (\$.10 for each calendar day of the late delivery of a book). The amount of the liquidated damages shall be assessed according to the following schedule:

**Schedule Used to Assess Liquidated Damages
for the Late Delivery of a Response or Production Item**

Item		Rate of Assessment Per Book	Equivalent Calendar- Day Delay in the Delivery of Books
Response	Not Involving Blue Line Pages	\$.10	1/4 Calendar Day
	Involving Blue Line Pages	\$.10	1/2 Calendar Day
Cover	Preliminary Paper-Proof Cover	\$.10	1/4 Calendar Day
	Finished Sample Cover	\$.10	1/2 Calendar Day
Blue Lines	Sample Blue Line Pages	\$.10	1/4 Calendar Day
	Finished Line Pages	\$.10	1/2 Calendar Day

2. Improper Shipment of Books Delivered for State Capitol Complex Distribution.

The Contractor's failure to properly ship books as part of normal delivery for State Capitol Complex Distribution as provided in Part IX, Paragraph "D," Subparagraph 1, Subdivision "b," would cause a three-calendar-day delay in the delivery of books (calculated by the estimating time expended by the Agency notifying the Contractor, and the Contractor to package and ship the books to the Agency). The amount of liquidated damages shall be based on the same formula used to calculate liquidated damages for the late delivery of books as provided in Paragraph "A," Subparagraph 2.



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Schedule Used to Assess Liquidated Damages for Improper Shipment of Books for State Capitol Complex Distribution

Type of Item	Rate of Assessment Per Book	Equivalent Number of Calendar Days Assessed as Late
Normal Delivery (State Capitol Complex Distribution)	\$.20	3

3. **Liquidated Damages for the Late Delivery of a Set of Assembled Pages.** The Contractor's unwarranted delay in delivering a set of assembled pages to the Agency and the consequential loss of the use of the assembled pages by the Agency's staff will reduce the efficiency and effectiveness of the Agency in performing critical legislative functions. The amount of liquidated damages shall be based on the same formula used to calculate liquidated damages for the late delivery of books as provided in Paragraph "A," Subparagraph 2, Subdivision "a." "Set of Assembled Pages" shall be used in lieu of "Book." The rate of assessment shall be \$10 per set in lieu of the assessment provided in Paragraph "A," Subparagraph 2, Subdivision "b."

Schedule Used to Assess Liquidated Damages for the Late Delivery of a Set of Assembled Pages

Item	Rate of Assessment Per Set
Set of Assembled Pages	\$10

- C. **Liquidated Damages for Unsatisfactory Materials or Workmanship.** The Agency may accept a set of assembled pages or books with qualification if the Agency declines to unilaterally terminate the contract as provided in Part XIII, Paragraph "C," and concludes that the timeliness of delivery is more important than requiring specific performance alone as provided in Part XIV.

1. **Standard.** A set of assembled pages or books are unsatisfactory if the Agency determines that the set of assembled pages or books do not conform to the specifications relating to materials or workmanship as required in this contract, including the general standards provided in Part IV and the detailed specifications provided in Part V.
2. **Assumption.** The assessment of liquidated damages as provided in this part is based on the assumption that the Agency may accept one or more sets of assembled pages or books with qualification which are unsatisfactory, and that the Agency receives damages for losses that it would have incurred by demanding specific performance which would cause an unwarranted delay in the delivery of replacement sets of assembled pages or books as provided in Part XIV.



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3. **Calculation.** The amount of liquidated damages assessed under this Paragraph "C" is calculated by using the same formula that would be used to determine the amount of liquidated damages that the Agency could assess for the late delivery of one or more sets of assembled pages as provided in Paragraph "B," Subparagraph 3, or one or more books for normal delivery (for General Distribution or State Capitol Complex Distribution) or special delivery (for Judicial Distribution or Legislative Distribution) as provided in Paragraph "A," Subparagraph 2.

Schedule Used to Assess Liquidated Damages for Unsatisfactory Materials or Workmanship

Type of Item		Rate of Assessment	Equivalent Number of Calendar Days Assessed as Late
Per Set	Assembled Pages	\$.10	5
Per Book	Normal Delivery (General Distribution)	\$.10	20
	Normal Delivery (State Capitol Complex Distribution)	\$.20	20
	Special Delivery (Judicial Distribution)	\$.20	20
	Special Delivery (Legislative Distribution)	\$1.20	20

XVI. WAIVERS AND AMENDMENTS

- A. **Writing Requirement.** A waiver or amendment of a provision of this contract shall not be valid unless in writing.
- B. **Authorized Persons.** On behalf of the Agency, no person other than Mr. Dennis Prouty, Director; Mr. Richard Johnson, Legal Services Division Director; or Ms. Leslie Hickey, Iowa Code Editor is authorized to waive a requirement or amend a provision of this contract. On behalf of the Contractor, Mr. Tom Jared, Vice-President, Government Segment, West Publishing Corporation (West, a Thomson business) is authorized to waive a requirement or amend a provision of this contract.
- C. **Failure to Act Is Not a Waiver.** The failure of a party at any time to enforce a provision of this contract is not a waiver of the provision, and does not affect the validity of any provision of this contract or the right of either party to subsequently enforce a provision of this contract. A decision by the Agency to ignore a breach of this contract is not a waiver of a subsequent breach of this contract.

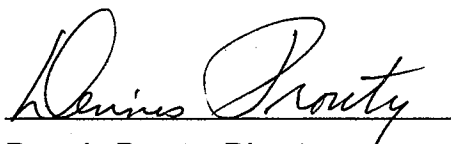


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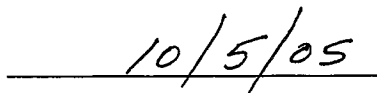
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XVII. EXECUTION AND EFFECT OF EXECUTION

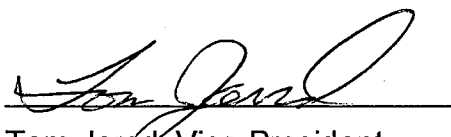
- A. **Integration.** Except as provided in this paragraph, this contract contains the entire agreement between the Agency and the Contractor, and representations made before the signing of this contract shall not be binding, and neither party shall rely upon conflicting prior representations in entering into this contract. However, if the parties disagree regarding an issue which is not expressly addressed in this contract, or regarding the interpretation of a provision in this contract, which is expressly addressed in a provision contained in the Contractor's Proposal Form for the Code Supplement as selected by the Agency, the provision contained in the proposal form shall be deemed as part of this contract. Otherwise this contract supersedes the provisions of any Request for Proposals or agreements made prior to the execution of this contract.
- B. **Effective and Termination Dates.** This contract takes effect upon being signed by authorized representatives of the Agency and the Contractor and continues until the provisions of this contract are satisfactorily performed, or until this contract is otherwise terminated under its provisions.
- C. **Signatures.** The duly recognized representatives of the Agency and the Contractor have on the date noted signed their names to and executed this contract:



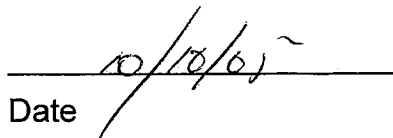
Dennis Prouty, Director
Legislative Services Agency



Date



Tom Jared, Vice-President
Government Segment
West Publishing Corporation
(West, a Thomson business)



Date

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